



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Request for Proposals**



RFP Number: 11-0292

Title: All Hazards Incident Management Training Services and Support Materials

Issue Date: December 5, 2011

Proposals Due No Later Than: January 4, 2012, 5:00 P.M.

Location for Receipt of Proposals: Chesterfield County Purchasing Department
Court Square
9842 Lori Road, Suite 101
Chesterfield, VA 23832

Inquires: Questions which may arise as a result of this solicitation may be addressed to Lorie W. Newton, Sr. Contract Officer, at (804) 717-6760, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by an offeror concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this RFP;
 - the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, 498.4 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards; and
 - that the accompanying proposal is in compliance with the State and Local Government Conflict of Interests Act 2.2-3100, supplemented by Article 6, 2.2-4367-69 of the *Code of Virginia*. Specifically, no County employee, County employee's partner, or any member of the County employee's immediate family holds a position with the offeror such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.
-

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Dated: _____

Please refer to Clause F of the General Terms and Conditions:

Minority-Owned Business: ☐ Yes ☐ No **Chesterfield Business:** ☐ Yes ☐ No

Women-Owned Business: ☐ Yes ☐ No

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I. PURPOSE

Chesterfield County, acting as the fiduciary agent and sub-grantee to the Central Virginia Urban Area Workgroup (UAWG) and the Department of Homeland Security Urban Area Security Initiative Grant (UASI), is soliciting qualified and interested firms to submit proposals for providing all hazards incident management training services and support materials for Chesterfield County, the Central Virginia All-Hazards Incident Management Team (CVAHIMT), and the member jurisdictions of the UAWG.

II. BACKGROUND

The Urban Area Security Initiative (UASI) Nonprofit Security Grant Program provides funding support for target hardening activities to nonprofit organizations that are at high risk of international terrorist attack. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader state and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, State and local government agencies, and Citizen Corps Councils. Virginia localities participate in three Urban Area Security Initiatives: Hampton Roads, Central Virginia and National Capital Region.

The Central Virginia UASI includes the Cities of Colonial Heights, Hopewell, Petersburg and Richmond as well as the Counties of Amelia, Caroline, Charles City, Chesterfield, Cumberland, Dinwiddie, Goochland, Hanover, Henrico, King and Queen, King William, Louisa, Prince George, Powhatan, New Kent and Sussex. The purpose of the Central Virginia UASI is to significantly improve preparedness through effective planning, training and exercise. It ensures coordinated and enhanced sustained regional planning, preparedness, response and recovery efforts that protect citizens from terrorist attacks and area-wide emergencies.

The Central Virginia UASI established an Urban Area Working Group (UAWG). The City of Richmond works with the committee to design an emergency response system that is comprehensive, integrated and provides a truly regional approach.

III. SCOPE OF WORK/SPECIFICATIONS

The contractor will provide All Hazards Incident Management Team (AHIMT) curriculum and position specific training in accordance with the current U.S. Fire Administration AHIMT curriculum and all applicable Federal Guidelines, including the current NIMS Five Year Training Plan.

The proposed curriculum for each topic will be provided for review by the CVAHIMT Training Coordinator and shall be provided as support material to the offerors' proposal. The minimum topics will include but not be limited to the following courses:

DHS-023-RESP All Hazards Incident Management Team Course (O305)
USFA (0305) All Hazards Incident Management Team Course

DHS-106-RESP All-Hazards Incident Commander Course (P400)
EMI (L950) All-Hazards Incident Commander

DHS-023-RESP All-Hazards Operations Section Chief Course (P430)
EMI (L958) All Hazards Operations Section Chief

DHS-023-RESP All-Hazards Planning Section Chief Course (P440)
EMI (L962) All-Hazards Planning Section Chief

DHS-023-RESP All-Hazards Logistics Section Chief Course (P450)
EMI (L967) All-Hazards Logistics Section Chief

DHS-023-RESP All-Hazards Finance/Administration Section Chief Course (P460)
EMI (L973) All Hazards Finance/Administration Section Chief Course

DHS-023-RESP All-Hazards Liaison Officer Course (P402)
EMI (L956) All-Hazards Liaison Officers Course

DHS-023-RESP All-Hazards Public Information Officer Course (P403)
EMI (L952) All-Hazards Public Information Officer Course

DHS-023-RESP All-Hazards Safety Officer Course (P404)
EMI (L954) All-Hazards Safety Officer Course

All-Hazards Resource Unit Leader Course
EMI (L965) All-Hazards Resource Unit Leader Course

All-Hazards Situation Unit Leader Course
EMI (L964) All-Hazards Situation Unit Leader Course

All-Hazards Communications Leader Course

All-Hazards Supply Unit Leader Course
EMI (L970) Supply Unit Leader Course

All-Hazards Finance/Administration Unit Leader Course
EMI (L975) Finance/Administration Unit Leader Course

All-Hazards Division/Group Supervisor Course
EMI (L960) Division/Group Supervisor Course

All-Hazards Facility Unit Leader Course
EMI (L971) Facilities Unit Leader Course

All-Hazards Ground Support Leader Course

All-Hazards Intelligence and Investigation

All training provided by the contractor must be pre-approved for the use of Homeland Security Grant funding, including the UASI and State Homeland Security Program, and conform to the requirements of the National Incident Management System (NIMS). No Substitutions, No Exceptions.

The contractor should provide, for each course to be delivered, a plan of instruction (POI) that at a minimum identifies the following:

- Rational
- Purpose and course goal
- Course objectives
- Target audience
- Course structure/strategy
- Course duration
- Instructor/facilitator qualifications
- Course schedule
- Course materials, supplies and equipment
- Pre-course activities
- Course references
- Pre-requisites
- Units of instruction
- Course evaluation
- Course deployment and delivery

The contractor should provide in either a three (3) ring binder(s) or an electronic copy, appropriately labeled and marked, a master copy of all POI's, instructor guides, student manuals and visual materials used for all training courses. If providing this information in a digital format, provide both MSWord® and .pdf.

The contractor should provide all course training materials necessary for the effective and efficient delivery of the course objectives in accordance with the appropriate POI. This will include all training consumables, printed materials, presentation materials, hardware and software, etc. The contractor should notify the CVAHIMT Training Coordinator of any additional support needs a minimum of fourteen (14) calendar days prior to the start of the course.

The Position Specific Instructors should reside in the Emergency Management Institutes Position Specific data base and the USFA AHIMT Instructors shall be approved by the United States Fire Administration AHIMT Program Manager. The CVAHIMT Training Coordinator reserves the right to accept or reject any Instructor listed in the proposal or at least thirty (30) calendar days prior to the scheduled class.

The contractor should coordinate with the U.S. Fire Administration (USFA) and Emergency Management Institute as needed to insure curriculums meet USFA and EMI requirements.

Each course delivered during the contract period should have a projected class size not to exceed thirty (30) students per course with the exception of the DHS-023-RESP/USFA (0305) All Hazards Incident Management Team Course which is projected to have a class size not to exceed forty-eight (48) students per course. Minimum class size, in order to conduct the course, should be 10 students, or the class will be rescheduled. Additional students may be added with CVAHIMT advance approval in order to accommodate other teams.

The contractor should coordinate and collaborate with the CVAHIMT Training Coordinator

(Point of Contact-POC) assigned by the Training Committee Chairperson in the development of the course delivery schedule. The CVAHIMT Training Coordinator or Program Manager are the only persons with the authority to adjust the training schedule.

For courses that do not take place due to low enrollment, the CVAHIMT Training Coordinator (POC) reserves the right to schedule alternate course deliveries to take its place.

The contractor should provide a student web based on-line course registration service for each course to be delivered. The registration should include, at a minimum, a confirmation email upon successful registration and a follow-up reminder email seven (7) calendar days prior to course delivery. The contractor should maintain a waiting list for courses that exceed the maximum number of students. The CVAHIMT Training Coordinator will select students from the waiting list when vacancies occur. The registration service should also provide course demographic reports to the CVAHIMT Training Coordinator on a regular basis.

Upon completion of each training course, the contractor should provide the CVAHIMT Training Coordinator and Program Manager a report documenting vendor and student feedback within thirty (30) calendar days.

Upon completion of each training course, the contractor should provide to each student who has successfully completed the course of instruction, a US Department of Homeland Security, FEMA, Certificate Of Training.

IV. INSTRUCTIONS

A. Submission and Receipt of Proposals

1. Submittals, in eight (8) copies, marked “**All Hazards Incident Management Training Services and Support Materials**” will be received no later than 5:00 p.m., Local Time Prevailing, on **January 4, 2012**, in:
 Chesterfield County Purchasing Department
 Court Square
 9842 Lori Road, Suite 101
 Chesterfield, Virginia 23832-0001
 Monday-Friday 8:30 a.m. – 5:00 p.m.
2. Should you decide to utilize an express delivery service, please note that we are located at the intersection of Ironbridge Road (State Route 10) and Lori Road.
3. Mark the outside of the envelope with **RFP# 11-0292** and proposal subject, “**All Hazards Incident Management Training Services and Support Materials**”.
4. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

5. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
6. If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
7. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
8. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
9. Proposals shall not be accepted via fax or E-mail.
10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at www.chesterfield.gov/purchasing

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for Chesterfield County.
3. Chesterfield County encourages proposals that provide innovative alternatives to addressing the County's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format

- a. Introduction letter, signed cover sheet and addenda acknowledgement, if applicable.
- b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the Proposal Team including name, address, telephone number and e-mail address.
- c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.
- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the County's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the County's contract, specify their role in administering the contract, and provide a current biography/resume for each individual. In addition, the offeror should provide the resumes of all instructors that may be used to deliver training. The instructor's resumes should be tailored to address the specific course material(s) that they will be delivering. The resume should demonstrate the degree of the instructor's knowledge, skill, ability, and experience in the course subject matter that he/she will be delivering.
- f. References - All offerors should include a list of a minimum of (3) three references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The County reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the County.
- g. Cost of each good/service listed in the Pricing Schedule.

V. GENERAL TERMS AND CONDITIONS

- A. Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each offeror is responsible for obtaining all addenda posted at the Purchasing Department website or by calling 804-748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a

resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

- C. Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.
- E. Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data

regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

- G. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
- H. **Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. The offeror shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized. Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business to be revoked or cancelled at any time

during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.

- I. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of 2.2-4304 of the *Code of Virginia*. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Chesterfield County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield contract. Chesterfield County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- J. **Copyrights and Patent Rights:** The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- K. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- L. **Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance

of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

M. Employment Discrimination: (*Code of Virginia 2.2-4311*): This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

N. Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations. Additionally, the Contractor must meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information, contact the Office of Environmental Management at (804) 717-6531.

O. ePayables: Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at 804-748-1673 with questions.

P. Faith-Based Organizations: (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.

Q. Finance/Interest Charges: Finance and/or interest charges imposed by the

Contractor on any invoice shall not be paid by the County.

- R. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
 - S. Illegal Aliens:** (*Code of Virginia* 2.2-4311.1) The Contractor agrees that he does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
 - T. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
 - U. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
 - V. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.
- Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:
- 1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
 - 2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- W. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
 - X. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by

Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

- Y. **Quality Initiative:** In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the National Baldrige Criteria for Performance Excellence in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's quality initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to Requests for Proposal.

The County's quality initiative is led by front line workers, supervisors, department directors, and the County's Leadership Team. Their intensive involvement in improvement demonstrates the county's commitment to its values and principles.

The quality initiative includes guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of these quality initiatives demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the quality initiative. The County's organizational values center on customer focus, ethical behavior, teamwork, leadership, continuous improvement, open communications, employee involvement, progressive thinking, and data driven decisions. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

The County's definition of quality improvement: Quality Improvement is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

Chesterfield County's Quality System Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

- Z. **Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- AA. **Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without

expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.

BB. Taxes: Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a proposal.

CC. Termination: It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.

DD. Termination for Breach or Non-Performance: If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:

1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

EE. Vendor Rewards/Gift Programs: It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your

proposal and demonstrate in the proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

- FF. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

VI. SPECIAL TERMS AND CONDITIONS

A. Insurance

Chesterfield County Insurance Requirements

The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a Certificate of Insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following coverage and minimum limits, with insurance companies with no less than a financial strength rating of "A" and a financial size category of no less than "VII" as determined by A.M. Best Company:

- | | |
|---------------------------------|--|
| 1. Commercial General Liability | \$1,000,000 Combined Single Limit per occurrence |
|---------------------------------|--|

The insurance certificate must state that the Commercial General Liability policy names Chesterfield County as an **additional insured** by endorsement to the policy. This requirement may be met by placing the following language on the Certificate:

- a. **“Chesterfield County and/or Chesterfield County Public Schools by endorsement to the policy is an additional insured”; or**
- b. **“Chesterfield County and/or Chesterfield County Public Schools by endorsement to the policy is additional insured with respect to General Liability “; or**
- c. **or the Contractor may provide a copy of the actual endorsement to the policy**

2. Automobile Liability	\$1,000,000 Combined Single Limit per occurrence
3. Workers’ Compensation	Virginia Statutory limits
4. Employers’ Liability	\$100,000 each accident, each disease

Cancellation notice. The insurance policies must be endorsed to require notice of cancellation or other change in coverage to the County. The Certificate statement, which is required by the contract documents, shall read as follows:

- a. **“By endorsement to the policies, the insurers will provide 30 day written cancellation notice to Chesterfield County; or**
- b. **The contractor may attach a copy of the endorsement to the certificate.**

The Certificate Holder should be listed as:

Chesterfield County

c/o Purchasing Department

P. O. Box 51, Chesterfield, VA 23832-0001

RFP No. **11-0292**

Certificate of Insurance must have an authorized signature.

B. Negotiating Contract Reductions

The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County’s best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to

renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.

C. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).

VII. PRICING SCHEDULE

The number of students listed below in this pricing schedule is the anticipated number of attendees, however, the County reserves the right to request a reduction in cost for classes that do not meet these minimums, which may require a reduced number of instructors based on the teacher to student ratio as required. In addition, classes that may be scheduled back to back that can utilize the same instructors may also be negotiated at the time of scheduling.

CLASS DESCRIPTION	NUMBER OF STUDENTS	COST PER CLASS
DHS-023-RESP All Hazards Incident Management Team Course (0305) <i>USFA (0305) All Hazards Incident Management Team Course</i>	48	\$
DHS-106-resp All Hazards Incident Commander Course (P400) EMI (L950) All-Hazards Incident Commander	30	\$
DHS-023-RESP All-Hazards Operations Section Chief Course (P430) <i>EMI (L958) All Hazards Operations Section Chief</i>	30	\$
DHS-023-RESP All-Hazards Planning Section Chief Course (P440) <i>EMI (L962) All-Hazards Planning Section Chief</i>	30	\$

HS-023-RESP All-Hazards Logistics Section Chief Course (P450) <i>EMI (L967) All-Hazards Logistics Section Chief</i>	30	\$
DHS-023-RESP All-Hazards Finance/Administration Section Chief Course (P460) <i>EMI (L973) All Hazards Finance/Administration Section Chief Course</i>	30	\$
DHS-023-RESP All-Hazards Liaison Officer Course (P402) <i>EMI (L956) All-Hazards Liaison Officers Course</i>	30	\$
DHS-023-RESP All-Hazards Public Information Officer Course (P403) <i>EMI (L952) All-Hazards Public Information Officer Course</i>	30	\$
DHS-023-RESP All-Hazards Safety Officer Course (P404) <i>EMI (L954) All-Hazards Safety Officer Course</i>	30	\$
All-Hazards Resource Unit Leader Course <i>EMI (L965) All-Hazards Resource Unit Leader Course</i>	30	\$
All-Hazards Situation Unit Leader Course <i>EMI (L964) All-Hazards Situation Unit Leader Course</i>	30	\$
All-Hazards Communications Leader Course	30	\$
All-Hazards Supply Unit Leader Course <i>EMI (L970) Supply Unit Leader Course</i>	30	\$
All-Hazards Finance/Administration Unit Leader Course <i>EMI (L975) Finance/Administration Unit Leader Course</i>	30	\$
All-Hazards Division/Group Supervisor Course <i>EMI (L960) Division/Group Supervisor Course</i>	30	\$
All-Hazards Facility Unit Leader Course <i>EMI (L971) Facilities Unit Leader Course</i>	30	\$

All-Hazards Ground Support Leader Course	30	\$
All-Hazards Intelligence and Investigation	30	\$
GRAND TOTAL		\$
<i>ALTERNATE PRICING (Adjusted Class Size)</i>		
DHS-023-RESP All Hazards Incident Management Team Course (0305)	32	\$
DHS-023-RESP All Hazards Incident Management Team Course (0305)	40	\$

VIII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria will be assigned varying weights at the County's discretion to reflect relative importance.

- Demonstration of the firm's ability to provide the training as described in Section III Scope of Work/Specifications.
- Previous experience and qualifications of personnel assigned to provide the services in providing All Hazards Incident Management Training services and support.
- Proposed Cost of services.

IX. AWARD PROCEDURE

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.